



CHHATTISGARH HOUSING BOARD RAIPUR

No...22.....

Date 29 /08 /2012

CIRCULAR

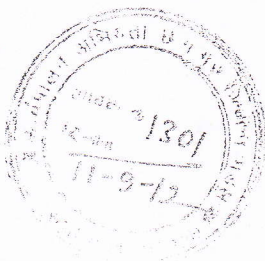
Sub:- Amendent in N.I.T. clauses

As per direction & approval from Hon'ble Chairman & Commissioner Following Amendement in N.I.T. clause shall be included in coming and proposed new construction work .

1. Punishment / Penalty for Delay in completion of work :-

Sl. No.	Delay Period	Panalty Proposed
01.	For 30 Day's	@ 2 % of Agreement Amount
02.	31 to 50 Day's	@ 3 % of Agreement Amount
03.	51 to 60 Day's	@ 4 % of Agreement Amount
04.	61 to 70 Day's	@ 5 % of Agreement Amount
05.	71 to 100 Day's	@ 6 % of Agreement Amount
06.	100 Day's beyond	@ 10 % of Agreement Amount

Concerned Executive Engineer will be fully responsible for recovery of Penalty. All Executive Engineers should be ensure to include above mentioned Amendent in all types of N.I.T.



Barpu
29/8/12
Addl. Commissioner
Chhattisgarh Housing Board
Head Office, Raipur

विषय:- मण्डल के विभिन्न निर्माण कार्यों हेतु ठेकेदारों को सामग्री के विलंब सुरक्षा अग्रिम [SECURED ADVANCE] देने बाबत ।

-:-:-

सम. पी. हाइड्रिंग बोर्ड द्वारा ठेकेदारों के साथ विभिन्न निर्माण कार्यों हेतु निष्ठादित होने वाले अनुबन्ध की प्रारा-11.1(बी) के अन्तर्गत ठेकेदारों को कार्य स्थल पर उनके द्वारा तैयार गई कट न होने वाली म्यान सामग्री के विलंब सुरक्षा अग्रिम [Secured Advance] देने का प्रावधान है । इस प्रक्रिया के अन्तर्गत कुछ प्रकरणों में यह प्राप्ता गया है कि ठेकेदारों को कट न होने वाली तैयार गई म्यान सामग्री हेतु बी सुरक्षा अग्रिम की राशि दी गई है उल्लेख अनियमितता दृष्टिकोण से हुई है, ज्ञाते कि:-

- 1. कार्य स्थिति का तदी आँखन नहीं किया जाकर आवश्यकता से अग्रिम सुरक्षा अग्रिम देना ।
- 1.1 तमय पूर्व आवश्यकता से अग्रिम सुरक्षा अग्रिम देना ।
- 1.1.1 तमये तमय तक ठेकेदार द्वारा ऐसी सामग्री उपयोग नहीं करना !
- 1.1.2 कार्य स्थल पर किस सामग्री हेतु सुरक्षा अग्रिम दिया गया है उसमें लगी पाया जाना !

इस प्रकार मण्डल द्वारा सामग्री हेतु दी गई सुरक्षा अग्रिम राशि का तम्बी अग्रिम तक अवलंब होना पाया गया है । अतः उपरोक्त बिन्दुओं को दृष्टिकोण रखी हुए आयुक्त के अनुमोदन से निम्नोक्तानुसार सुरक्षा अग्रिम राशि ठेकेदारों को उपलब्ध कराने हेतु निर्देश प्रदान किये जाते हैं:-

1. दूरस्थ क्षेत्रों में जहाँ पर मण्डल का नियमित रूप से उप संभाग कार्यालय कार्यरत नहीं है व तदायक पंजी निर्मित रूप से जहाँ पदस्थ नहीं है, ऐसे स्थानों पर जहाँ मण्डल का समुचित नियंत्रण सम्भव नहीं है ठेकेदारों को सुरक्षा अग्रिम प्रदाय नहीं किया जाए ।
2. प्रस्तावित निर्माण कार्य बित हेतु सुरक्षा अग्रिम राशि दी जाना प्रस्तावित है, ऐसा निर्माण कार्य ठेकेदार द्वारा कम से कम पंद्रह सप्ताह तक स्थल के व्यय से पूर्ण किया हो व उसके उपरान्त ही सुरक्षा अग्रिम अयापुक्त के अनुमोदन से अनुबन्ध के प्रावधानों अनुसार दिये जाने की प्रक्रिया अपनाई जाए ।
3. निर्माण कार्य का तदी आँखन करने के उपरान्त ही निर्माण में आगामी वर्ष तीन माह में पित सामग्री का उपयोग होना सुनिश्चित हो केवल उतनी मात्रा तक ही सीमित होकर सुरक्षा अग्रिम दिया जाए ।

विषय:- छत्तीसगढ़ गृह निर्माण मंडल में प्रचलित एन.आई.टी. में संशोधन कार्य

23/11/06

छत्तीस मंडल सम्मिलन दिनांक 12.01.2006 में लिये गये निर्णय के एक संख्य क्रमांक 23/ संकल्प क्रमांक 275-21/10/01/2006 के निर्णय अनुसार छत्तीसगढ़ गृह निर्माण मंडल में वर्तमान प्रचलित एन.आई.टी. में निम्नानुसार संशोधन किया गया है-

1. ठेकेदार को अपनी निविदा अनुसार निविदा स्वीकृति के बाद मंडल में उद्धृत प्रत्येक क्षेत्र का एक मौखिक हाउस निर्माण किया जाना अनिवार्य होगा।
2. दोनस- संवायेत ठेकेदार को आवंटित कार्य यदि वे निर्धारित समय से पूर्व पूरा गृह निर्माण मंडल के पूर्ण संतुष्टि के साथ पूर्ण करता है तो उसे कार्य लागत का 10-15% दोनस के रूप में प्रदान किया जावेगा। दोनस की प्रतिशत का निर्णय के लिए आयुक्त अधिकृत रहेंगे।
3. स्पेशिफिकेशन- ठेकेदार को एन.आई.टी. में दर्शाये गये स्पेशिफिकेशन के अतिरिक्त केन्द्रिय लोक निर्माण विभाग के स्पेशिफिकेशन/वी.आई.एस./एन.बी.ओ.-2005 का पालन करना अनिवार्य होगा। इस संबंध में आयुक्त का निर्णय अंतिम एवं वैधकारी होगा।
4. पी.एम.सी.एस.- मंडल द्वारा किसी भी निर्माण कार्य पी.एम.सी.एस. के माध्यम से संपन्न कराया जा सकता है।

कार्य स्थल पर कार्य की देखभाल हेतु ठेकेदार द्वारा अभियंता की नियुक्ति तथा नियुक्ति न होने पर दण्ड का प्रावधान- वर्तमान में उक्त कंडेक्टर 8.1.2 की संशोधन करते हुए रु. 25.00 लाख से रु. 50.00 लाख तक के कार्य में कम से कम एक स्नातक अभियंता की नियुक्ति तथा रु. 25.00 लाख तक एक डिप्लोमा धारी अभियंता की नियुक्ति ठेकेदार द्वारा कार्य स्थल पर करना अनिवार्य है। ठेकेदार द्वारा उपरोक्तानुसार नियुक्ति न करने पर स्नातक अभियंता के क्षेत्र में रु. 10,000.00 तथा डिप्लोमा अभियंता के क्षेत्र में रु. 7,500.00 प्रतिमाह उनके चत देयक से कटौती की जावेगी।

मंडल के आदेशानुसार

आयुक्त
छत्तीसगढ़ गृह निर्माण मंडल

रायपुर, दिनांक 23/11/2006

/आ.आ/मुख्या./ 06,

प्रतिलिपि,

1. निज सचिव, माननीय अध्यक्ष महोदय, छत्तीसगढ़ गृह निर्माण मंडल मुख्यालय रायपुर।
 2. निज सचिव, आयुक्त महोदय, छत्तीसगढ़ गृह निर्माण मंडल मुख्यालय रायपुर।
 3. मंडल सचिवालय, छत्तीसगढ़ गृह निर्माण मंडल मुख्यालय रायपुर।
 4. अवीक्षण अभियंता (प्रशा.), छत्तीसगढ़ गृह निर्माण मंडल मुख्यालय रायपुर।
 5. लेखाधिकारी, छत्तीसगढ़ गृह निर्माण मंडल मुख्यालय रायपुर।
 6. उपायुक्त I/1, छत्तीसगढ़ गृह निर्माण मंडल मुख्यालय रायपुर।
- कार्यपालन अभियंता, संभाग क्रमांक-1/2 रायपुर/ दुर्ग/ विद्यासपुर/ राजनांदगाँव/ जयपुर/ रायगढ़/ जशपुर की ओर सूचनाय।

आयुक्त
छत्तीसगढ़ गृह निर्माण मंडल
रायपुर

All M's 150/1

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छत्तीसगढ़ गृह निर्माण मण्डल

मुख्यालय, पर्यावास भवन, नार्थ ब्लॉक, सेक्टर-19, नवा रायपुर, अटल नगर, छ.ग.
दूरभाष :- 0771-2512111, 2512121, फैंक्स :- 0771-2512112, 2512122
website: www.cghb.gov.in

परिपत्र

क्रमांक 03
दिनांक 07/07/2020

विषय :- मण्डल की निविदाओं में निविदाकारों द्वारा असंतुलित दर दिये जाने पर अतिरिक्त परफॉर्मेंस सुरक्षा राशि लेने बाबत।

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विषयांतर्गत 64वें मण्डल सम्मिलन दिनांक 27.06.2020 के एजेण्डा क्रमांक-05 में पारित संकल्प क्रमांक-1819/05/64/06/2020 अनुसार मण्डल निविदाओं में छ.ग. लोक निर्माण विभाग के अनुरूप निम्नानुसार कंडिका पूर्व प्रावधान के स्थान पर प्रतिस्थापित किया जाता है :-

"Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the Additional Performance Security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of Bank Guarantee, issued by approved scheduled Bank, for agreed period in favour of the Executive Engineer before signing the agreement. The same shall be refunded along with the normal S.D. after completion of the work. If the contractor fails to complete the work or left the work incomplete, this Additional Performance Security (APS), shall be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case the tenderer/contractor refuses to deposit Additional Performance Security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited."

यह परिपत्र जारी करने के दिनांक से लागू किया जाता है।

(मण्डल के आदेशानुसार)

अपर आयुक्त

छत्तीसगढ़ गृह निर्माण मण्डल
मुख्यालय, नवा रायपुर अटल नगर

एजेण्डा- 05 संकल्प क्र 1819/05/64/06/2020
विषय:- मण्डल के निविदाओं में निविदाकारों द्वारा असंतुलित निविदा दर दिये जाने पर

लिये जाने वाले अतिरिक्त परफार्मेंस सुरक्षा की राशि लोक निर्माण विभाग के समान करने बाबत ।

"संचालक मण्डल द्वारा छत्तीसगढ़ गृह निर्माण मण्डल अधिनियम 1972 की कंडिका 103 में प्रदत्त अधिकार का उपयोग करते हुए निर्णय लिया गया कि मण्डल द्वारा पूर्व में संकल्प क्र. 1582/32/54/08/2017, 54 का सम्मिलन, दिनांक 24.08.2017 द्वारा निर्धारित सीमा 5 प्रतिशत के नीचे तक दर पर एडिशनल परफार्मेंस सिक्योरिटी नहीं ली जाती थी। इस सीमा को 10 प्रतिशत तक बढ़ाया जाता है। अतः निविदा दर में निर्धारित एस.ओ.आर. से 0-10% तक नीचे दर प्राप्त होने पर एडिशनल परफार्मेंस सिक्योरिटी नहीं ली जायेगी।

मण्डल के निविदाओं में निविदाकारों द्वारा असंतुलित निविदा दर दिये जाने पर लिये जाने वाले अतिरिक्त परफार्मेंस सुरक्षा की राशि लोक निर्माण विभाग के समान करने मण्डल निविदाओं में निम्नानुसार कंडिका पूर्व प्रावधान के स्थान पर प्रतिस्थापित करते हुए अन्य सभी प्रकार के आवश्यक निर्णय एवं कार्यवाही हेतु आयुक्त को अधिकृत करता है। लोक निर्माण विभाग का आदेश क्र. एफ 21-5/टी/19/12/निविदा, दिनांक 31.03.2015 के प्रथम बिन्दु, जो कि निम्नानुसार है, स्वीकार करता है।

"Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the Additional Performance Security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of Bank Guarantee, issued by approved scheduled Bank, for agreed period in favour of the Executive Engineer before signing the agreement. The same shall be refunded along with the normal S.D. after completion of the work. If the contractor fails to complete the work or left the work incomplete, this Additional Performance Security (APS), shall be forfeited by the department, & the agreement shall be terminated and action shall be taken in accordance with clause 3 of the agreement. In case the tenderer/contractor refuses to deposit Additional Performance Security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited."

एजेण्डा- 06 संकल्प क्र 1820/06/64/06/2020

विषय:- निक्षेप कार्य के रूप में भारत सरकार के जनजातीय कार्य मंत्रालय के अंतर्गत वर्ष 2018-19 एवं वर्ष 2019-20 में छत्तीसगढ़ राज्य के विभिन्न स्थानों पर प्रस्तावित एकलव्य आदर्श आवासीय विद्यालय के निर्माण कार्यो छत्तीसगढ़ गृह निर्माण मण्डल द्वारा निर्माण करने (पी.एम.सी. शुल्क) हेतु प्रकाशित निविदा में भाग लेने तथा बिड फार्म में भरे गये फाईनेंशियल बिड की दर 3.5 प्रतिशत पर कार्योत्तर स्वीकृति प्रदान किये जाने विषयक।

"संचालक मण्डल द्वारा निम्न बिन्दुओं पर चर्चा की गई :-

1. एकलव्य आदर्श आवासीय विद्यालय योजना अनुसूचित जनजाति वर्ग के लिये विशेष रूप से भारत सरकार के आदिम जाति कल्याण विभाग द्वारा संचालित योजना है।
2. शासन के अन्य विभागों से प्राप्त निक्षेप कार्य से मण्डल को आय बढ़ाने में सहायता होगी।

इस आधार पर मण्डल को छत्तीसगढ़ गृह निर्माण मण्डल अधिनियम धारा 47 के अधीन प्राप्त शक्तियों का उपयोग करते हुए सर्वसम्मति से निर्णय लेता है कि निक्षेप कार्य के रूप में भारत सरकार के जनजातीय कार्य मंत्रालय के अंतर्गत वर्ष 2018-19 एवं वर्ष 2019-20 में छत्तीसगढ़ राज्य के विभिन्न स्थानों पर प्रस्तावित समस्त 33 एकलव्य आदर्श आवासीय विद्यालय (EMRS) के निर्माण कार्यो छत्तीसगढ़ गृह निर्माण मण्डल द्वारा निर्माण करने (पी.एम.सी. शुल्क) हेतु प्रकाशित निविदा में भाग लेने तथा बिड फार्म में भरे गये फाईनेंशियल बिड की दर 3.5 प्रतिशत पर किये जाने की कार्योत्तर स्वीकृति प्रदान की जाती है तथा अन्य सभी प्रकार के आवश्यक निर्णय एवं कार्यवाही हेतु आयुक्त को अधिकृत करता है।

परिपत्र

क्रमांक01.....
दिनांक 29.10.6.18

विषय: मण्डल की निविदाओं में सामग्री परीक्षण का दर पुनरीक्षित करने बाबत।

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विषयांतर्गत 56वॉ मण्डल सम्मिलन दिनांक 30.05.2017 के एजेण्डा क्रमांक-26 में पारित संकल्प क्रमांक-1652/26/56/05/2018 में दिनांक 01.08.1999 से प्रभावशील एवं मण्डल की निविदाओं में अविभाजित मध्यप्रदेश गृह निर्माण मण्डल के आदेश दिनांक 09.08.1999 के अनुसार निर्माण सामग्रियों के परीक्षण हेतु निर्धारित दरों में संशोधन प्रस्ताव को मण्डल द्वारा अनुमोदन प्रदान किया गया है।

अतः मण्डल की निविदाओं में सामग्री परीक्षण हेतु निम्नानुसार संशोधित दरें प्रभावशील होगी :-

स.क्र.	निविदा राशि	दर
01	₹5.00 लाख तक	₹2,000.00
02	₹5.00 लाख से अधिक तथा ₹10.00 लाख तक	₹5,000.00
03	₹10.00 लाख से अधिक तथा ₹20.00 लाख तक	₹7,500.00
04	₹20.00 लाख से अधिक तथा ₹50.00 लाख तक	₹15,000.00
05	₹50.00 लाख से अधिक तथा ₹100.00 लाख तक	₹25,000.00
06	₹100.00 लाख से अधिक तथा ₹150.00 लाख तक	₹50,000.00
07	₹500.00 लाख से अधिक	₹75,000.00

यह परिपत्र तत्काल प्रभाव से लागू माना जावेगा।

(मण्डल के आदेशानुसार)


अपर आयुक्त

छत्तीसगढ़ गृह निर्माण मण्डल
मुख्यालय-नया रायपुर

छत्तीसगढ़ गृह निर्माण मण्डल

(छत्तीसगढ़ शासन का उपक्रम)

Credible Chhattisgarh

मुख्यालय, पर्यावास भवन, नार्थ ब्लॉक, सेक्टर-19, नया रायपुर, छत्तीसगढ़-492002
दूरभाष :- 0771-2512111, 2512121, फैक्स :- 0771-2512112, 2512122

website: www.cgghb.gov.in

परिपत्र

क्रमांक 02.....

दिनांक 21/08/18

विषय: मण्डल की निविदाओं में सामग्री परीक्षण का दर पुनरीक्षित करने बाबत।

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मण्डल परिपत्र क्र. 01 दिनांक 29.06.18 द्वारा मण्डल निविदाओं में सामग्री परीक्षण का दर पुनरीक्षित किया गया है। इस परिपत्र में स. क्र-6 एवं 7 में उल्लेखित दरों में निम्नानुसार संशोधन किया जाता है :-

स.क्र.	निविदा राशि	दर
06	₹100.00 लाख से अधिक तथा ₹500.00 लाख तक	₹50,000.00
07	₹500.00 लाख से अधिक	₹75,000.00

यह संशोधन तत्काल प्रभाव से लागू माना जावेगा। परिपत्र के कड़िका स.क्र.-1 से 5 तक की दरें यथावत प्रभावी रहेगा।

(आदेशानुसार)

अपर आयुक्त

छत्तीसगढ़ गृह निर्माण मण्डल

मुख्यालय-नया रायपुर

नया रायपुर दिनांक 21/08/2018

क्रमांक / 2578/अ.आ./मुख्या./निविदा/101
प्रतिलिपि :-

- स्टॉफ ऑफिसर, माननीय अध्यक्ष महोदय, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर।
- स्टॉफ ऑफिसर, आयुक्त महोदय, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर।
- मंडल सचिवालय, छत्तीसगढ़ गृह निर्माण मण्डल मुख्यालय नया रायपुर।
- अपर आयुक्त, छत्तीसगढ़ गृह निर्माण मण्डल मुख्यालय नया रायपुर।
- उपायुक्त, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर/वृत्त-रायपुर/नया रायपुर/दुर्ग/बिलासपुर/अंबिकापुर।
- मुख्य लेखा अधिकारी, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर।
- प्रशासकीय अधिकारी, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर।
- वरिष्ठ लेखा अधिकारी, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर।
- संपदा अधिकारी, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय नया रायपुर।
- समस्त कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल की ओर पालनार्थ।
- गार्ड फाईल।

अपर आयुक्त

छत्तीसगढ़ गृह निर्माण मण्डल

मुख्यालय-नया रायपुर

छत्तीसगढ़ शासन
लोक निर्माण विभाग
मंत्रालय
महानदी भवन नया रायपुर
-: आदेश :-

दिशा-निर्देश

नया रायपुर, दिनांक 22/06/2018

क्रमांक एफ 21-5/टी/19/2012/निविदा:- राज्य शासन एतद् द्वारा निविदा प्रपत्रों के निम्नलिखित कंडिकाओं को संशोधित कर प्रतिस्थापित करता है ।

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
Detailed NIT (एपेंडिक्स 2.10) की कंडिका 7.1	7.1 Subletting: The contractor shall not without the prior approval of the authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract. However such subletting in no case be more than 25 % of contract value. But if required can be increased up to 50(fifty) % with the prior permission of the next higher authority accepting the tender or the Government as the case may be	7.1 Subletting: The contractor shall not without the prior approval of the authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract. However such subletting in no case be more than 25 % of contract value. But if required can be increased up to 50(fifty) % with the prior permission of the next higher authority accepting the tender or the Government as the case may be 7.1.1: Before subletting the Engineer in Charge shall verify the technical & financial capacity of the sublettee. 7.1.2 : The sublettee shall be a registered contractor in appropriate class under unified registration system (e-registration) of Chhattisgarh or elsewhere in similar capacity, as recognized by public works department and shall also have a technical and financial capacity corresponding to the work proposed to be subletted.
निविदा प्रपत्र फार्म ए (एपेंडिक्स 2.13) की कंडिका 24, 24.1	Subletting of works Clause 24 :-The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent:- "Note : Such subletting/assignment shall not be made to any other Contractor registered in Class D to A Category in the Public Works Department of Chhattisgarh or in similar Category in other Deptt. of the State or in other organization or Agency (Class with about similar financial capacity) by whatever name these are called " 24.1 The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract,	Subletting of works Clause 24 :-The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent. 24.1 The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or

for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward or and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment /subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor. If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract. Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.

- (i) The department shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.
- (ii) Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet.

attempt to do so or if any gratuity, gift, loan, perquisite, reward or and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Any such assignment /subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.

If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.

- (i) Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.
- (ii) The authority accepting the tender shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.
- (iii) Subletting of work as per clause 7.1 of appendix 2.10 shall result in reduction in experience of the main contractor to the extent of the sublet.

for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment /subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor. If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract. Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.

- (i) The department shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.
- (ii) Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet.

attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Any such assignment /subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.

If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.

- (i) Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.
- (ii) The authority accepting the tender shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.
- (iii) Subletting of work as per clause 7.1 of appendix 2.10 shall result in reduction in experience of the main contractor to the extent of the sublet.

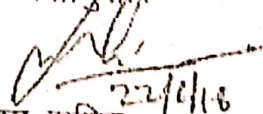
कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
निविदा प्रपत्र फॉर्म बी (एपेंडिक्स 2.14) की कंडिका 24, 24.1	<p>Clause 24 - Subletting of works :- The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent:-</p> <p>The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.</p> <p>If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.</p> <p>Note- Such subletting /assignment shall not be made to any other contractor registered in class D to A category in the public works Department of Chhattisgarh or in similar category in other dept. of the state or in other whatever name these are called.</p> <p>24.1 Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.</p>	<p>Clause 24 - Subletting of works :- The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvent.</p> <p>24.1 The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.</p> <p>Any such assignment /subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.</p> <p>If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
	<p>Additional condition issued by Govt. of Chhattisgarh Memo no. 9942 /4351/T /11/19/tender dated 21.12.2011.</p> <p>(1) The Department shall be empowered to terminate any contract if the contractor sublet the work to some other person on the basis of power of attorney.</p> <p>(2) Subletting of work as per clause 24 shall result in reduction in experience of the main contractor to the extent of the sublet.</p>	<p>(i) Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.</p> <p>(ii) The authority accepting the tender shall be empowered to terminate any contract if the contractor sublet the work to some other person on the basis of power of attorney.</p> <p>(iii) Subletting of work as per clause 7.1 of appendix 2.10 shall result in reduction in experience of the main contractor to the extent of the sublet.</p>
<p>निविदा प्रपत्र फार्म एफ (समसम्य कांट्रेक्ट) (एपेंडिक्स 2.18) की कंडिका 2.12</p>	<p>2.12: Subletting of works: - The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as mentioned below or if contractor becomes insolvent: -</p> <p>The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as mentioned below or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 1.14 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be shall not diminish or dilute the liability/ responsibility of the contractor.</p> <p>If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.</p> <p>Any subcontracted work, done in Chhattisgarh</p>	<p>2.12 Subletting: The contractor shall not without the prior approval of the authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract. However such subletting in no case be more than 25 % of contract value. But if required can be increased up to 50(fifty) % with the prior permission of the next higher authority accepting the tender or the Government as the case may be</p> <p>2.12.1: Before subletting the Engineer in Charge shall verify the technical & financial capacity of the sublettee.</p> <p>2.12.2 : The sublettee shall be a registered contractor in appropriate class under unified registration system (e-registration) of Chhattisgarh or elsewhere in similar capacity, as recognized by public works department and shall also have a technical and financial capacity corresponding to the work proposed to be subletted.</p> <p>2.12.3 :The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as mention above or if the contractor becomes insolvent.</p> <p>The contract shall not be assigned or sublet without prior sanction of the competent authority in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 2.12 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward</p>

कंडिका	वर्तमान प्रावधान	संशोधित प्रावधान
	<p>state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.</p> <p>Extra Condition:-</p> <p>(i) The Department shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.</p> <p>(ii) Subletting of work shall result in reduction in experience of the main contractor to the extent of the Sublet.</p>	<p>of and advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract, and the S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.</p> <p>Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/ responsibility of the contractor.</p> <p>If the contractor gets item / items of work executed on a task rate basis without materials, this shall not amount to subletting of the contract.</p> <p>2.12.4: Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.</p> <p>2.12.5: The authority accepting the tender shall be empowered to terminate any contract if the contractor sublets the work to some other person on the basis of power of attorney.</p> <p>2.12.6 : Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet.</p>

उक्त आदेश, जारी दिनांक से प्रभावशील होगा।

आदेशानुसार


22/11/16

उप सचिव

छत्तीसगढ़ शासन, लोक निर्माण विभाग

क्रमशः-

(27)

पृ. क. एफ 21-5/टी/19/2012/निविदा
प्रतिलिपि:-

रायपुर, दिनांक 22/06/2018

1. निज सचिव, माननीय मंत्री जी, छ.ग. शासन, लो.नि.वि. मंत्रालय, नया रायपुर की ओर सादर सूचनार्थ सम्प्रेषित ।
 2. प्रमुख सचिव/सचिव, छ.ग. शासन.....विभाग.....
 3. प्रमुख अभियंता, लो.नि.वि./जल संसाधन विभाग/लोक स्वास्थ्य सांख्यिकी विभाग
 4. मुख्य कार्यपालन अधिकारी प्रधानमंत्री ग्राम सड़क योजना (ग्रामीण विकास विभाग)
 5. समस्त मुख्य अभियंता, लो.नि.वि.....परिक्षेत्र.....
 6. मुख्य अभियंता ग्रामीण विकास विभाग रायपुर
 7. समस्त अधीक्षण अभियंता, लो.नि.वि.....मंडल.....
 8. समस्त कार्यपालन अभियंता, लो.नि.वि.....संभाग.....
- की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित ।

[Signature]
22-6-18
उप सचिव

छत्तीसगढ़ शासन, लोक निर्माण विभाग

सन्तुलि
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22/6/18

श्री कंवल जी
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25/6/18



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क्रमांक/1364/उपा/मुख्या/निविदा/16
प्रति,

रायपुर, दिनांक 21/06/2016

कार्यपालन अभियंता

छत्तीसगढ़ गृह निर्माण मंडल

संभाग क्रमांक-1/2/3/4 रायपुर/राजधानी परियोजना संभाग-1/11 नया रायपुर
विद्युत संभाग क्र-1,2,3/ दुर्ग/ बिलासपुर/ राजनांदगाँव/ रायगढ़/ जगदलपुर
/कोरबा/ अंबिकापुर/ कोण्डागाँव/ धमतरी/ महासमुंद/ कवधा

विषय:-विभिन्न प्रकार के भवन निर्माण संबंधी सामग्रियों के निर्माताओं को सूचीबद्ध करने बाबत।

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विभिन्न प्रकार के भवन निर्माण संबंधी सामग्रियों के निर्माताओं को सूचीबद्ध करने हेतु निर्माताओं से EOI दिनांक 24.01.2016 से 31.03.2016 तक आमंत्रित किया गया था तथा मुख्यालय में मण्डल द्वारा गठित तकनीकी समिति द्वारा प्लांट निरीक्षण तथा उत्पादकों द्वारा प्रस्तुत प्रोफाइल के आधार पर प्रथम चरण में उचित गुणवत्ता युक्त उत्पादों का अनुमोदन किया गया है। जिसकी सूची संलग्न प्रेषित कर निर्देशित किया जाता है कि सूची में उल्लेखित भेद्य के उत्पाद का ही उपयोग मण्डल के विभिन्न निर्माण कार्यों में किया जाये। अन्य उत्पाद यदि उपयोग में लाये जाते हैं तो मान्य न करते हुये ठेकेदार को भुगतान नहीं किया जावे अन्यथा अनुशानात्मक कार्यवाही की जावेगी।

भविष्य में उपयोग के दौरान यदि उपरोक्त अनुमोदित उत्पादों में किसी भी प्रकार की भेद्य/फेचिंग अथवा गुणवत्ता संबंधी कमी पायी जाती है तो इस संबंध में मुख्यालय को सूचित करें, ताकि ऐसे उत्पादों के अनुमोदन तुरंत प्रभाव से निरस्त किये जा सकें।

संलग्न:- उपरोक्तानुसार सूची।

(आदेशानुसार आयुक्त महोदय)

उपस्थित

छत्तीसगढ़ गृह निर्माण मण्डल

मुख्यालय, रायपुर

क्रमशः 2-

पृ. क्र./ 1365-उपा./मुख्या/निविदा/16

रायपुर, दिनांक 2/10/2016

प्रतिलिपि :-

- 1- स्टॉफ आफिसर, माननीय अध्यक्ष, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय रायपुर।
- 2- निज सचिव, आयुक्त, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय रायपुर।
- 3- उपायुक्त, छत्तीसगढ़ गृह निर्माण मण्डल, मुख्यालय रायपुर/ वृत्त-नया रायपुर/ दुर्ग/बिलासपुर।
- 4-

(आदेशानुसार आयुक्त महोदय)

उपायुक्त

छत्तीसगढ़ गृह निर्माण मण्डल

मुख्यालय, रायपुर